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GUS-0093
Copy 1 of 5

General Dynamics Corporation
CONVAIR DIVISION
Fort Worth, Texas.

Letter Contract No.
AF33(600)-38772
(File No. HL-4646)

Gentlemen:

FEB 10 1959

1. Introduction

An order is hereby placed with the Contractor for the furnishing to the Government of the supplies or services set forth in Exhibit "A" attached hereto and hereby made a part hereof.

2. Direction to Proceed

Except as otherwise expressly provided to the contrary herein, the Contractor is directed, upon its acceptance of this order, to proceed immediately to procure the necessary materials, and to commence the manufacture of the supplies or performance of the services called for herein, and to pursue such work with all diligence to the end that the supplies may be delivered or services performed at the earliest practicable date.

3. Contract Clauses Incorporated by Reference

(a) The provisions of Section C of Basic Agreement No. AF33(600)-7255 and the additional clauses which are made a part of this Letter Contract in Exhibit "A" are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full.

(b) The provisions of Clauses B.1, B.5, B.8, B.12, and B.19 of Section B of Basic Agreement No. AF33(600)-7255 are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full.

(c) The provisions of ASPR 9.203.1 are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full.

Orig - HL-4646
2 - Contractor
3 - Finance
5 - Chrono

DOCUMENT NO. _____
NO CHANGE IN CLASS. ☒
☐ DECLASSIFIED
CLASS. CHANGED TO: TS S G 2011
NEXT REVIEW DATE: _____
AUTH: HR 70-2
DATE: 2 JUN 1981
REVIEWER: _____

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Letter Contract No. AF33(600)-38772

4. Provision for Definitizing Contract

By the Contractor's acceptance hereof, it undertakes, without delay, to enter into negotiations with the Government looking to the execution of a definitive contract which will include the clauses enumerated above and all other applicable clauses then required by Federal law, Executive order, and applicable procurement regulations to be included in contracts for supplies or services of the kind herein described. The definitive contract will also contain a detailed delivery schedule, estimated cost, fixed fee, if any, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to 15 March 1959 and will be a cost-reimbursement-type contract.

5. Authority to Obligate Funds

The maximum amount for which the Government shall be liable if this contract is terminated is [] and any expenditure or obligation by the Contractor in excess of that amount, in furtherance of performance hereunder, shall be at the Contractor's own risk.

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6. Provisions for Execution

The Contractor's acceptance of this order will be indicated by affixing its signature to the original and two copies thereof and returning the original and one executed copies to the Contracting Officer. The remaining copy shall be retained for your files. Such acceptance will constitute this order a contract on the terms set forth herein.

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Very truly yours,
THE UNITED STATES OF AMERICA

[]

Contracting Officer

ACCEPTED THIS 12th DAY OF
February, 1959
GENERAL DYNAMICS CORPORATION
CONVAIR DIVISION (FORT WORTH)

[]

Title Vice President

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EXHIBIT "A"

- A. The Contractor shall furnish the necessary facilities, materials, supplies, personnel and services to accomplish the work and make delivery to the Government at the places and times set forth below.

Item 1

- (a) Conduct design analysis leading to development of the configuration.
- (b) Initiate a wind tunnel program to substantiate assumed values of major aerodynamic parameters.
- (c) Conduct tests to substantiate electrical properties.
- (d) Conduct structural and materials research
- (e) Initiate developments as appropriate in various sub-systems.

B. Delivery

Item 1

Contractor shall accomplish the work set forth in Item 1 and submit a reproducible copy and five (5) copies reproduced therefrom of a final report of the work performed and the results thereof. Such report shall be delivered, postage prepaid, to the Contracting Officer 120 days after receipt of this contract.

C. Waiver of Requirement of General Provisions

- (a) For the purposes of this letter contract, those clauses incorporated by Paragraph 3 of this contract shall be defined as General Provisions.
- (b) Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to

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such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

D. Special Security Restrictions

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

E. Anticipatory Cost Statement

All costs which have been incurred by the Contractor on or after 26 December 1958, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract, would have been considered as items of allowable costs hereunder, will be accepted by the Contracting Officer as costs under this contract.

F. Current Reimbursement

The Contractor shall be entitled to current reimbursement of 100% of costs incurred in the performance of work called for hereunder up to 90% of the amount authorized for expenditure

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or obligation in Paragraph 5 of this Letter Contract. Invoices shall be authenticated by an officer of the Fiscal Office of the Contractor and be accompanied with appropriate statements of costs incurred. For purposes of billing current costs incurred under this contract, Contractor shall use those rates which are currently approved by the cognizant military department for billing purposes under CPFF contracts.

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Very truly yours,
THE UNITED STATES OF AMERICA

Contracting Officer

ACCEPTED THIS 12 DAY OF
February, 1959
GENERAL DYNAMICS CORPORATION
CORPORATE HEADQUARTERS

Title Vice President

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